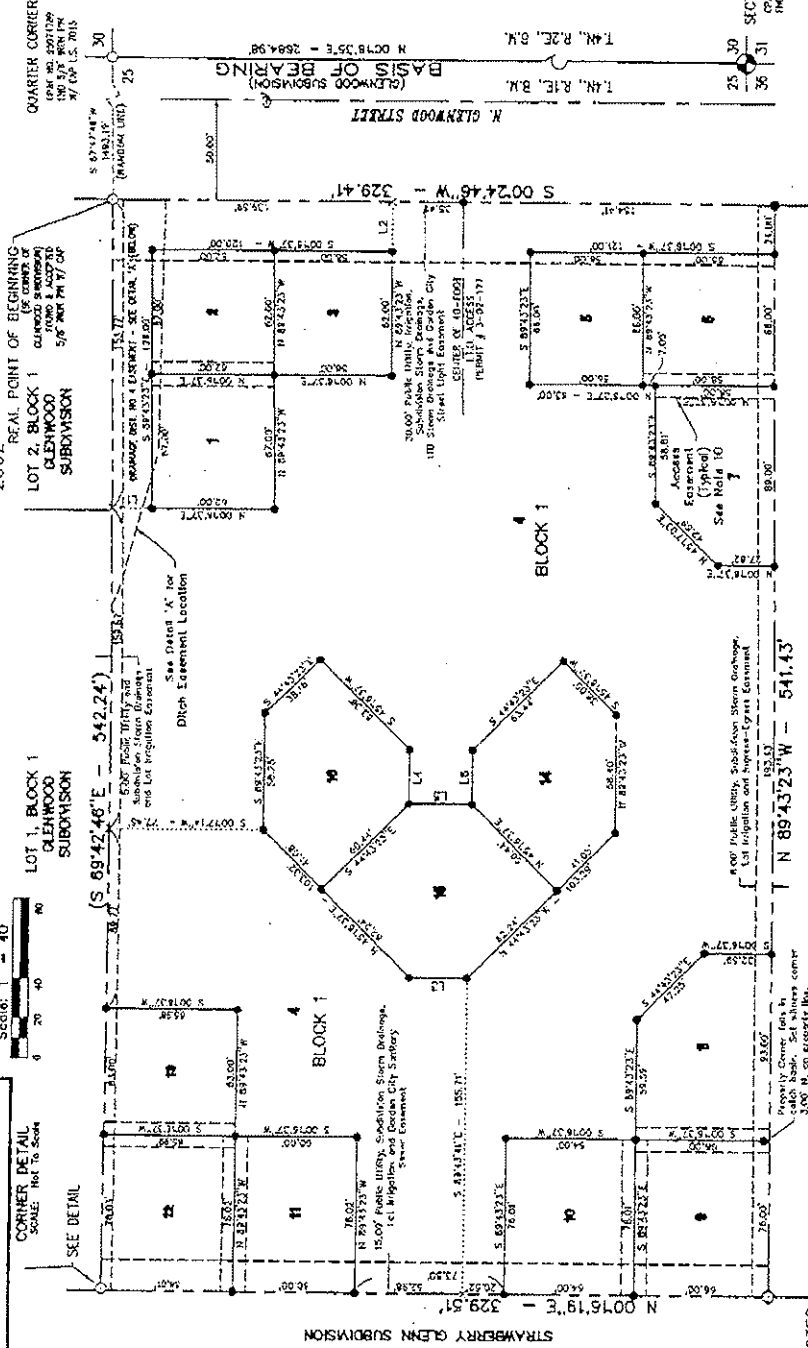


BK 84 Pg 9383

ASHLAND PLAZA SUBDIVISION

A RE-SUBDIVISION OF LOT 33 OF STRAWBERRY GLEN SUBDIVISION, AS FILED FOR RECORD IN THE ADA COUNTY RECORDER, BOISE, IDAHO, IN BOOK 6 OF PLATS AT PAGE 343, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CARMON CITY, ADA COUNTY, IDAHO.

2002



LEGEND

- Calculated Point - Monument Not Set
- 1/2" Iron Pin w/Plastic Cap Found
- 1/2" Iron Pin w/Plastic Cap Found
- 5/8" Iron Pin w/Plastic Cap Found
- 1/2" x 24" Iron Pin w/Plastic Cap Set, L.S. 1116
- 5/8" x 30" Iron Pin w/Plastic Cap Set, L.S. 1118
- Recon Cap Found
- Monument Cap Found as Indicated
- Continuation of Public Right-of-Way
- Subdivision Boundary Line
- Encroachment Line - Use As Indicated
- Set Line
- Section Line
- Block Number
- Survey / Distance of Record

18
BLOCK 1
(N 89°02'46" E) / (100.00')

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 00°16'37" W	19.61'
L2	N 89°43'23" W	24.44'
L3	N 00°16'37" E	26.43'
L4	N 89°43'23" W	26.73'
L5	S 00°16'37" W	26.97'
L6	S 89°43'23" E	26.73'

DOCUMENTS OF RECORD

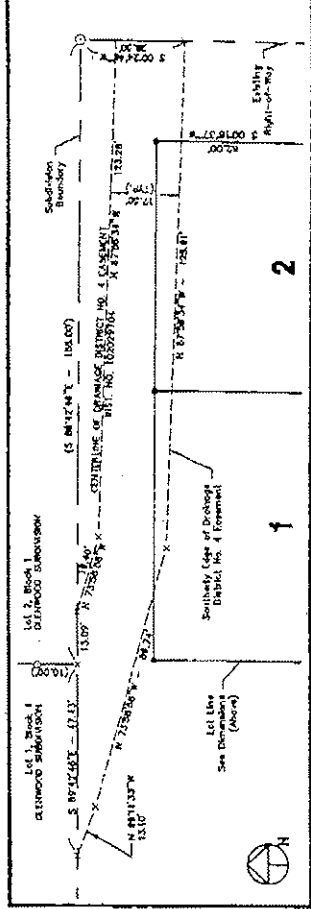
ALL RECORDS OF RECORD FOR THE ADA COUNTY RECORDER, UNLESS OTHERWISE NOTED.
CLINCH SUBDIVISION, BOOK 71, PAGES 7279-7280
PLAT 100, 1000000
STONEWOOD PARK SUBDIVISION, BOOK 79, PAGES 8347-8348
VARIATION DEED - INSTRUMENT NO. 100000000
VARIATION DEED - INSTRUMENT NO. 100000000
VARIATION DEED - INSTRUMENT NO. 100000000

SECTION CORNER
CORN. NO. 55506
THE ALUMINUM CORNER



DEVELOPER

Dave Evans Construction
5999 W. State Street
Suite A
Boise, Idaho 83703
(208) 853-1203



NOTES

1. ALL RECORDS OF RECORD FOR THE ADA COUNTY RECORDER, UNLESS OTHERWISE NOTED.
2. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
3. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
4. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
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7. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
8. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
9. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.
10. A 10-FOOT WIDE CORNER DETAIL CORNER DETAIL IS SHOWN IN THE CORNER DETAIL OF THIS SUBDIVISION.

H & A Engineers, Inc. 5505 W. Franklin Rd. Boise, Idaho 83705 (208) 343-3381 SCALE: 1" = 30'

Drawing No. GCS-010815
SHEET 1 OF 3

ASHLAND PLAZA SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the signatories of this certificate of owners do hereby certify that they are the owners of a certain lot of land as shown on this plan to be known as ASHLAND PLAZA SUBDIVISION, and intend to include the following described land in this plat:

A re-subdivision of Lot 33 of Strawberry Creek Subdivision, according to the official plat thereof, filed in the office of the Ada County Recorder in Book 6 of Page 256, which is situated in the Northwest Quarter of Section 25, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 25 and 36, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and the southeast corner of Lot 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence N 07°12'30"E, 2,684.08 feet along the east line of said Subdivision 1/4 of said Section 25 to the East 1/4 corner of said Section 25; thence S 87°37'46"W, 1,493.19 feet on a random line to the southeast corner of Lot 2, Block 1 of Greenwood Subdivision, according to the official plat thereof, filed in the office of the Ada County Recorder in Book 71 of Page 727 and 728; said corner also marking the westerly right-of-way of Greenwood Street and the north-west corner of Lot 33 of said Strawberry Creek Subdivision, which is also the REAL POINT OF BEGINNING;

Thence S 00°24'45"W, 328.43 feet along the westerly boundary of said Lot 23 and the westerly right-of-way of Greenwood Street to the southeast corner of said Lot 33;

Thence N 09°41'25"W, 516.43 feet along the westerly boundary of said Lot 23 to the southeast corner of said Lot 33;

Thence S 00°16'16"E, 378.51 feet along the westerly boundary of said Lot 33 to the northeast corner of said Lot 33, which is also the southeast corner of said Greenwood Subdivision;

Thence S 81°42'46"E, 547.24 feet along the northern boundary of said Lot 33 and the southern boundary of said Greenwood Subdivision to the REAL POINT OF BEGINNING.

Containing 4.028 acres, more or less.

The statements shown on this plan are not dedicated to the public, but the right to use said easements is hereby reserved for the use specifically depicted on this plan, and no permanent structures are to be erected either on the lots of said easements. The lots within this subdivision are eligible to receive water service from the City of Garden City, and the City of Garden City has agreed in writing to serve all the lots within this subdivision.

IN WITNESS WHEREOF: We have hereunto set our hands this 9 day of May, 2002.

William D. Evans
William D. Evans

Caroline F. Evans
Caroline F. Evans

CERTIFICATE OF OWNERS CONTINUED ON SHEET 3

ACKNOWLEDGEMENT

State of Idaho } ss.
County of Ada }

On this 9 day of May, 2002, before me, the undersigned, a notary public in and for the said State, personally appeared William D. Evans and Caroline F. Evans, husband and wife, known and identified to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the same.

BE WITNESS WHEREOF: I have set my hand and seal the day and year in this certificate first above written.

Melvin E. ...

Notary Public for Idaho
Residing in Boise, Idaho

My Commission Expires 4/1/05

CERTIFICATE OF SURVEYOR

I, Joseph D. Goring, do hereby certify that I am a Licensed Surveyor, licensed by the State of Idaho, and that this plat of ASHLAND PLAZA Subdivision, containing 4.028 acres, more or less, was shown from an actual survey made on the ground under my supervision, and accurately represents the public plotted thereon, and is in conformity with the State of Idaho Code relating to Plats and Surveys.

Joseph D. Goring
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 4/1/05

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 23 day of May, 2002.

Joseph D. Goring
Ada County Highway District Commission Chairman

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the approval of the with the Ada County Recorder of this agent.

Joseph D. Goring
Date

APPROVAL OF GARDEN CITY ENGINEER

I, the undersigned, City Engineer in Charge of Garden City, Ada County, Idaho, do hereby approve this plat.

Joseph D. Goring
07-12-02
Acting Garden City Engineer

APPROVAL OF GARDEN CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Garden City, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 11 day of May, 2002, this plat was duly accepted and approved.

Joseph D. Goring
Garden City Clerk

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor, in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it is in compliance with the State of Idaho code relating to plats and surveys.

John E. ...
Ada County Surveyor 9/3/02

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer, in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty days only.

Joseph D. Goring
Ada County Treasurer

CERTIFICATE OF COUNTY RECORDER

State of Idaho)
County of Ada)
Instrument No. 102101003

I hereby certify that this instrument was filed at the request of William D. Evans, at 12 minutes past 2 o'clock P.M., this 9 day of May, 2002, in my office, and was duly recorded in Book 84 of Page 9384 and 9385.

Fee: \$ 16.17

Joseph D. Goring
Deputy

J. David Hoxsien
Ex-Officio Recorder

ASHLAND PLAZA SUBDIVISION

CERTIFICATE OF OWNERS CONTINUED FROM SHEET 2

Wesley M. Land Trust Dated January 12, 1992

Wesley M. Land Trust
By Wesley M. Land Trust

ACKNOWLEDGEMENT

State of Idaho)
County of Ada)

On this 17th day of July, 2002 before me, a notary public in and for the State of Idaho, personally appeared Wesley M. Land, known to me to be the trustee of the Trust that executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same in such capacity.

IN WITNESS WHEREOF, I have set my hand and seal on the day and year in this certificate first above written.

Kathy Doyle
Notary Public for Boise
Residing in Boise
My Commission Expires 8-15-2002



RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:

William D. Evans
5999 W. State Street, Suite A
Boise, ID 83703

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 OCT 16 PM 12:04

RECORDED - REQUEST OF

54- [Signature]
FEE DEPOSIT

101107303

TRANSNATION

W# 6545

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ASHLAND PLAZA SUBDIVISION
(Office Buildings)

THIS DECLARATION is made this 12th day of October, 2001, by PAUL E. WHITE and LOIS M. WHITE, husband and wife and WILLIAM D. EVANS and CAROLINE F. EVANS, husband and wife (hereafter collectively "Declarant");

WITNESSETH:

WHEREAS, the above-named parties designated as the Declarant are the owners of the land and improvements thereon, more particularly described in Schedule I attached hereto and incorporated herein (hereafter "Subject Property");

WHEREAS, the Subject Property is in the process of being subdivided by the Declarant into separate lots as shown on the site plan of the Subject Property attached hereto as "Exhibit A" and made a part hereof (hereafter "Site Plan");

WHEREAS, the Declarant anticipates the sale and conveyance of portions of the Subject Property to individual owners; and

WHEREAS, the Declarant has deemed it desirable for the preservation of the value, desirability and attractiveness of the whole of the Subject Property and each of the portions thereof, to impose certain covenants, conditions, restrictions and easements upon the Subject Property therefore makes this Declaration of Covenants, Conditions, Restrictions and Easements (hereafter "Declaration") with respect to the Subject Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Subject Property, and each portion thereof, shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements herein contained that are for the purpose of protecting

THIS INSTRUMENT FILED FOR RECORD
BY TRANSNATION TITLE & ESCROW,
INC. AS AN ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AS TO ITS AFFECT
UPON THE TITLE.

the value and desirability of, and which shall run with and burden the Subject Property, and each portion thereof, and be binding on all parties having any right, title or interest in the Subject Property, or any portion thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. Architectural Control Committee. As used herein, "Architectural Control Committee" or "ACC" shall mean the duly appointed and acting persons designated in Article III of this Declaration.

Section 1.02. Building Lot. As used herein, "Building Lot" shall mean the Lots which shall be platted as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1 of the Subject Property, and shall mean the lot upon which the Owner of the Lot may construct a building.

Section 1.03. Common Area Lot. As used herein, "Common Area Lot" shall mean the Lot which shall be platted as Lot 16, Block 1, of the Subject Property, which Common Area Lot shall be improved for pedestrian or vehicular ingress and egress, circulation or parking, as shown on the Site Plan (Exhibit A). Canopies which extend over the Common Area Lot, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area Lot. Each Owner of a Building Lot within the Subject Property (except said Lot 16, Block 1) shall, at the time of the conveyance of fee title to such Owner for a Building Lot, be also conveyed an undivided ownership interest in Lot 16, Block 1 equal to the Common Area Percentage (hereafter defined) to which said Building Lot is entitled, which conveyance shall be subject to the restriction that the undivided ownership interest in Lot 16, Block 1, shall be appurtenant to and may not be separated from the Owner's ownership interest in such Owner's Building Lot, and conveyance by an Owner of fee title to such Owner's Building Lot shall, even if not specifically so stated, constitute the conveyance of such Owner's undivided ownership interest in Lot 16, Block 1 of the Subject Property.

Section 1.03. Common Area Percentage. As used herein, "Common Area Percentage" shall mean that percentage assigned to each Building Lot based on the proportion of the total square footage of all maximum building areas on the Subject Property to the maximum building area permitted for each such Building Lot. Unless changed by an amendment to this Declaration duly adopted and recorded in the official records of Ada County, Idaho, the Building Lots shall, for all purposes under this Declaration, be assigned the following Common Area Percentages:

<u>Building Lot</u>	<u>Maximum Building Area</u>	<u>Common Area Percentage</u>
Lot 1	2,750	5.61%
Lot 2	2,450	4.99%
Lot 3	2,500	5.10%
Lot 4	2,592	5.28%
Lot 5	2,704	5.51%
Lot 6	3,408	6.95%
Lot 7	4,021	8.20%
Lot 8	2,810	5.73%
Lot 9	2,860	5.83%
Lot 10	2,860	5.83%
Lot 11	2,975	6.06%
Lot 12	3,025	6.17%
Lot 13	4,496	9.16%
Lot 14	4,496	9.16%
Lot 15	5,111	10.42%
Totals	49,058	100.00%

In the event any additional land which will be subdivided and improved with office building is annexed under this Declaration, pursuant to the provisions of Article VII, below, the Common Area Percentages for each Building Lot shall be adjusted accordingly based on the proportion that the maximum building area for each Building Lot which is subject to this Declaration bears to the total square footage of the maximum building area for each Building Lot subject to this Declaration. The amendment to this Declaration required to annex additional land shall set forth the Common Area Percentage for each Building Lot that is subject to this Declaration.

Section 1.04. Declarant. As used herein, "Declarant" shall mean and refer to the persons designated above and who sign this Declaration or their duly appointed or designated successor(s) or assign(s).

Section 1.05. Owner. As used herein, "Owner" shall mean the party or parties having any estate in any Building Lot which is part of the Subject Property, in fee or by contract of sale, excluding any person or entity who holds such interest merely as security for the payment or performance of an obligation, but including any mortgagee, beneficiary under deed of trust or other security holder in actual possession of an Building Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

ARTICLE II.

USE AND REGULATION OF USES

Section 2.01. Use.

- (a) Each Building Lot (and the improvements constructed thereon) within the Subject Property shall be used for office/commercial purposes only, in accordance with applicable zoning ordinances, on an ownership, rental or lease basis.

- (b) No Building Lot shall be used for any purpose which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.
- (c) The exterior walls of all buildings shall be of masonry or stucco construction, their equivalent or better, and the roof, soffit and fascia of each building shall be of steel. No all-metal buildings shall be permitted. Any building that is constructed as a replacement for a building that is destroyed or demolished shall be of such architectural design, style and materials as shall be complementary to the existing buildings on the Building Lots.
- (d) No building shall be erected, placed or altered on any Building Lot, nor shall the exterior finish or color be changed, until the construction plans and specifications, finish or color, and a plan showing the location of the structure have been approved by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of exterior design, finish and color with existing structures, and as to location with respect to topography and finished grade elevation.
- (e) No building or other structure shall be constructed on a Building Lot which will interfere with any easement set forth in Article IV, below, or make the use of any such easement by the persons entitled to the benefits thereof impossible or impractical.
- (f) No waste shall be committed on any Building Lot or to the exterior of any building or structure on a Building Lot.
- (g) All Building Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly by reason of unattractive growth on such Building Lot or the accumulation of garbage or debris thereon and to prevent the occurrence of any health hazard.
- (h) All landscaped areas on each Building Lot shall be maintained by the Maintenance Director in a good and presentable condition, including the maintaining, repairing and replacing, when necessary, of automatic sprinkler systems and water lines; and replacing shrubs and other landscaping when necessary the maintain the same in the condition required. Any costs paid or incurred by the Maintenance Director for the repairing or replacing of any landscaping, including automatic sprinkler system(s) or similar property located on a Building Lot resulting from the negligence or intentional act of the Owner, tenant, occupant or invitee of the Building Lot shall be paid by the Owner of such Building Lot and the failure to pay the same shall be enforceable by the Maintenance Director under Section 6.08, below.

- (i) All signs proposed to be placed within the Subject Property shall be subject to the approval of the ACC, and no signs shall be permitted except those advertising or relating to the tenant(s) occupying a building located on a Building Lot.
- (j) No part of the Subject Property shall be used for the storing, processing, disposal or discharge of any Hazardous Materials, except in strict compliance with all federal, state and local laws. As used herein, "Hazardous Materials" shall mean and include any material or substance that is classified as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order or decree now in force or hereafter adopted. Any Owner or occupant who shall violate this restriction regarding Hazardous Materials shall be liable to all other Owners and occupants for all damages resulting to such Owners or occupants from such violation and shall promptly undertake and complete all required cleanup and remediation.

ARTICLE III.

ARCHITECTURAL CONTROL COMMITTEE.

Section 3.01. Members. The Architectural Control Committee (ACC) shall be composed of the following persons:

William D. Evans
Caroline F. Evans
David Z. Evans

In the event of the death or resignation of any member of the ACC, his/her successor shall be designated by the Declarant, so long as the Declarant owns a Building Lot within the Subject Property. At such time as the Declarant no longer owns a Building Lot within the Subject Property, the appointment of the members of the ACC shall be made by the Owners of a majority of the Lots comprising the Subject Property. The members of the ACC shall not be entitled to any compensation for services performed in connection with their responsibilities.

Section 3.02. Approval of Plans Required. Prior to commencing any work or building requiring approval of the ACC, there shall be delivered to the ACC one complete set of plans and specifications for any and all proposed structures and improvements and no work or construction shall commence until the final plans, elevations and specifications therefor have received written approval by the ACC. Such plans shall also include a plot plan showing the location on the Building Lot of the building(s), fence, wall or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material and color schemes for the roofs and exteriors thereof and a proposed landscape plan.

The ACC shall approve or disapprove plans, specifications or details within thirty (30) days from the receipt thereof, or shall notify the person submitting them that an additional period of time, not to exceed fifteen (15) days is required for such approval or disapproval. A

majority of the then appointing and acting members of the ACC shall control. Plans, specifications and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. The approval of plans, specifications and details by the ACC does not relieve the Owner of the necessity of obtaining the required building permit(s) and other approvals from those governmental entities having jurisdiction and control over the Subject Property.

Notwithstanding the approval by the ACC, each Owner submitting such plans, specifications and details shall be solely responsible for the sufficiency thereof. Neither the Declarant nor the members of the ACC shall be liable for any loss or damage or claim thereof arising from any defect or alleged defect in such plans or specifications or the construction or use thereof.

Section 3.03. Variances. The ACC may authorize variances from compliance with the requirements of this Declaration when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics, environmental considerations, or economic or other hardship may so justify. A variance must be evidenced in a writing signed by at least two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular subject matter of the variance thereof and the specific Building Lot covered thereby.

ARTICLE IV.

EASEMENTS

Section 4.01. Ingress, Egress and Parking. There is hereby created for the benefit of each Owner, and the respective tenants, contractors, employees, agents, customers, licensees and invitees of each Owner, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking (subject to the limitation provided in Section 5.02 of this Declaration) upon, over and across the Common Area Lot.

Section 4.02. Utility Lines and Facilities. There is hereby created for the benefit of each Owner, and the respective tenants, contractors, employees, agents, customers, licensees and invitees of each Owner, a nonexclusive easement under, through and across the Common Area Lot for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any building located on the Subject Property). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area Lot for the ingress, egress, circulation and parking described in Section 4.01, above. Each Owner utilizing the easement herein created shall bear all costs related to the installation, operation,

maintenance, repair and replacement of any such facilities constructed or installed to serve such Owner's Building Lot, shall repair to the original specifications any damage to the Common Area Lot resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Lots upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

Section 4.03. Additional Easements. Each Owner shall grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein, provided such easements are not otherwise inconsistent with the provisions of this Declaration.

ARTICLE V.

OPERATION OF COMMON AREA LOT

Section 5.01. Parking. There shall be no charge for parking on the Common Area Lot without the prior written consent of the Owners of all of the Building Lots within the Subject Property, unless otherwise required by law.

Section 5.02. Employee Parking. Anything in this Declaration to the contrary notwithstanding, employees of any Owner or occupant of a Building Lot shall use all reasonable efforts to park their vehicles in those portions of the Common Area Lot located adjacent to said Owner's Building Lot or adjacent to the Building Lot on which the occupant's business is located. If such parking is not available, such employees shall have the right to use the parking spaces located elsewhere on the Common Area Lot provided that such employees shall not park their vehicles on the Common Area Lot located in the area located in front of the entrance to a building located on Building Lot owned by another Owner.

Section 5.03. Signs. Subject to governmental approval, each Owner shall have the right to erect a monument sign or other free-standing sign on such Owner's Building Lot in such location and of such design and size as determined by such Owner.

All signs on a building on a Building Lot within the Subject Property shall be restricted to identification of the businesses or services located or provided therein. No exterior sign shall extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances. No back-lit signs shall be allowed.

Section 5.04. Protection of Common Area Lot. Each Owner shall have the right to take such steps as such Owner deems necessary to prevent persons not authorized by this Declaration to use the Common Area Lot from using such Common Area Lot for ingress, egress, circulation and parking.

ARTICLE VI.

MAINTENANCE OF COMMON AREA LOT

Section 6.01. Obligation to Maintain Common Area Lot. Each Owner shall be obligated to pay a Proportionate Share (hereafter defined) of the costs and expenses paid or

incurred to maintain and repair the Common Area Lot, such maintenance and repair to be under the control and direction of the Maintenance Director described hereafter.

Section 6.02. Maintenance Required. The maintenance of the Common Area Lot shall include, without limitation, the following:

- (a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;
- (b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Maintaining all landscaped areas on the Common Area Lot; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary; and
- (d) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located on the Building Lots with the Subject Property; and
- (e) Maintaining, repairing and replacing, when necessary, all signs on the Common Area Lot.

Section 6.03. No Obligation to Insure. The Maintenance Director shall be under no obligation to provide any insurance with respect to the Common Area Lot, the obligation to provide such insurance, both for casualty loss and public liability, is to be the sole responsibility of each Owner. Each Owner shall indemnify, save and hold harmless each other Owner and the Maintenance Director from and against any claim, damage, loss, judgment, cost or expense arising from or relating to the use of the Common Area Lot.

Section 6.04. Appointment of Maintenance Director. The Owners hereby appoint the Declarant as the Maintenance Director for the Common Area Lot. The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to the Owners of the Building Lots, to resign as Maintenance Director in which event the Owners who control a majority of the total Common Area Percentages shall appoint another person to be the Maintenance Director.

Section 6.05. Budget for Maintenance of Common Area Lot. At least thirty (30) days prior to the beginning of each calendar year, the Maintenance Director shall submit to the Owners an estimated budget ("Budget") for the estimated costs to maintain the Common Area Lot for the ensuing calendar year (including the 15% administrative fee referred to in Section 6.6, below) for maintaining the Common Area Lot. The Budget shall be deemed approved

and shall be binding upon all Owners if approved by the Owners who control a majority of the total Common Area Percentages within the Subject Property. An Owner shall be deemed to have approved the Budget unless such Owner delivers to the Maintenance Director a written objection to the Budget within fifteen (15) days after submittal of the proposed Budget by the Maintenance Director to the Owners. If the majority of the Owners controlling a majority of the total Common Area Percentages shall disapprove the Budget in writing, the Maintenance Director shall make reasonable efforts to obtain alternate costs for such objected item(s) and resubmit the Budget to the Owners for approval.

If a Budget is not approved by January 1 of any calendar year, the Maintenance Director may elect to either (a) proceed with the Maintenance Director's duties in accordance with the Budget for the previous year subject to adjustment when the current Budget is actually approved, or (b) elect to terminate the Maintenance Director's maintenance obligations with respect to the Common Area Lot by giving written notice to that effect to the Owners of the Building Lots on or before February 1 of said calendar year. If notice of termination is so given, the obligations of the Maintenance Director shall terminate and end on March 1 of said calendar year.

The Maintenance Director shall have the right to make emergency repairs to the Common Area Lot to prevent injury or damage to person or property or to prevent disruption in the use of the Common Area Lot. Each Owner shall pay its Proportionate Share (hereafter defined) of the costs of emergency repairs within thirty (30) days after receipt of a billing therefor from the Maintenance Director.

Section 6.06. Reimbursement of Maintenance Director. The Owners of the Lots shall cause the Maintenance Director to be reimbursed for all out-of-pocket expenses paid or incurred by the Maintenance Director in performing the maintenance services with respect to the Common Area Lot as described herein. In addition, the Maintenance Director shall be paid an administrative fee equal to fifteen percent (15%) of all expenses paid or incurred by the Maintenance Director to cover management and administration costs.

Section 6.07. Billing for Expenses. By the tenth (10th) day of each calendar month, the Owner of a Building Lot shall pay to the Maintenance Director one-twelfth (1/12th) of that Owner's Proportionate Share (hereafter defined) of the annual expenses shown on the Budget for the maintenance and repair of the Common Area Lot (including the fifteen percent (15%) administrative fee described above). The share (herein "Proportionate Share") of the total Budget to be paid by each Owner for a year shall equal to the Common Area Percentage allocated to the Building Lot owned by each Owner.

Within sixty (60) days after the end of each calendar year, the Maintenance Director shall provide each Owner with a statement setting forth the actual Common Area Lot costs and expenses (including the fifteen percent (15%) administrative fee) paid by the Maintenance Director during the previous year and indicating each Owner's Proportionate Share of the aggregate thereof. If the amount paid by an Owner for such calendar year shall have exceeded such Owner's Proportionate Share, the Maintenance Director shall refund the excess to such Owner at the time the statement is delivered, or if the amount paid by the Owner for such calendar year is less than such Owner's Proportionate Share, such Owner shall pay the balance due to the Maintenance Director within ten (10) days after receipt of such statement.

Section 6.08. Lien for Expenses. There is hereby created a continuing lien against each of the Building Lots for the payment by each Owner of a Building Lot of such Owner's Proportionate Share of the costs and expenses for the maintenance and repair of the Common Area Lot as provided herein. Said lien may be enforced by the Maintenance Director and the amount thereof shall be established by the filing by the Maintenance Director of a Notice of Amount of Lien with in the office of the Recorder of Ada County, Idaho, signed and verified, which shall contain at least:

- (a) An itemized statement of all amounts due and payable pursuant hereto;
- (b) A description sufficient for identification of the Building Lot subject to the Lien;
- (c) The name of the Owner or reputed Owner of the Building Lot which is the subject of the lien; and
- (d) The name and address of the Maintenance Director.

The lien herein created shall be in favor of the Maintenance Director and shall be senior and superior to any right, title, interest, lien or claim which is acquired or has attached to such Building Lot after the date of the recordation of this Declaration in the official records of Ada County, Idaho, except the lien of a first mortgage or first deed of trust, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

ARTICLE VII.

ANNEXATION

Section 7.01. Annexation. Additional property may be annexed to the Subject Property subject to this Declaration and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner of a Building Lot within the Subject Property. To annex additional property to the Subject Property, the Declarant shall record an amendment to this Declaration which shall specify the annexation of the additional property to the Subject Property and which may supplement this Declaration with addition or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. Upon such annexation, the Building Lots and the Owners thereof within the annexed property shall become subject to the terms, conditions, requirements and easements set forth in this Declaration. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subject Property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 8.03 of this Declaration.

Section 7.02. De-Annexation. The Declarant shall have the right to delete all or a portion of the Subject Property from the coverage of this Declaration, so long as the Declarant is the Owner of all of the portion of the Subject Property to be de-annexed and, provided further, that an appropriate amendment to this Declaration signed by the Declarant is recorded in the office of the Ada County Recorder.

ARTICLE VIII.

GENERAL PROVISIONS

Section 8.01. Enforcement. Any Owner, including the Declarant, shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions and restrictions herein contained or hereafter imposed by amendment to this Declaration. If suit is filed to enforce any of the covenants, conditions and restrictions contained in this Declaration, including any amendments hereafter adopted, the parties succeeding in such suit shall be entitled to awarded reasonable attorneys' fees in addition to other costs and disbursements allowed by law.

Section 8.02. Severability. Invalidation of any one of the covenants, conditions, restrictions or easements contained in this Declaration by a Judgment or a Court Order shall not affect any other provisions contained herein, all of which shall remain in full force and effect.

Section 8.03. Term - Amendments. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and shall bind the Subject Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless prior to the date of the expiration of the term of this Declaration a writing terminating this Declaration is signed by the Owners whose Common Area Percentages equal at least seventy-five percent (75%) of the total of all Common Area Percentages for all Building Lots covered by this Declaration, which writing shall be recorded in the official records of Ada County, Idaho. This Declaration may be amended by an instrument signed by the Owners who control a majority of the total Common Area Percentages within the Subject Property, provided, that so long as the Declarant is the Owner of a Building Lot, any amendment to this Declaration must be approved by the Declarant. Any amendment to this Declaration shall be recorded in the office of the Ada County Recorder.


Section 8.04. Voting Rights. The voting rights of each Owner shall be equal to each Owner's Common Area Percentage. If the Owners controlling a majority of the total Common Area Percentage for all Building Lots within the Subject Property are authorized or empowered to take any action under this Declaration, such action shall be approved if the Owners of a majority of the total of the Common Area Percentages for all Building Lots within the Subject Property vote for such approval, and such approval shall be binding upon all Owners.

Section 8.05. Non-Waiver. The failure of the Declarant or Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions or restrictions of this Declaration, or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition or restriction, but such covenant, condition or restriction shall remain in full force and effect.

Section 8.06. Acceptance. Each grantee of a conveyance or purchaser under contract or agreement of sale of a building lot, by accepting a deed or a contract of sale or agreement of purchase of a building lot, accepts the same subject to all of the covenants, conditions and restrictions set forth in this Declaration and agrees to be bound by the same.


IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed as of the date year first above written.


PAUL E. WHITE


LOIS M. WHITE


WILLIAM D. EVANS

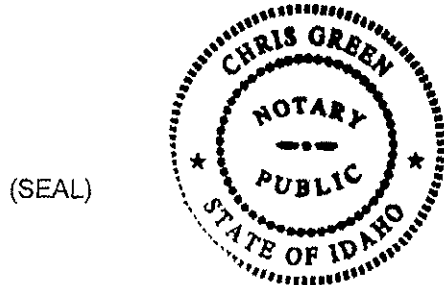

CAROLINE F. EVANS

by her attorney in fact


STATE OF IDAHO)
) ss:
County of Ada)

On this 11th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL E. WHITE and LOIS M. WHITE, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Chris Green
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2/20/06

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. EVANS and CAROLINE F. EVANS, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

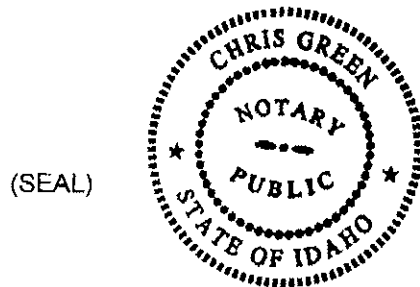
(SEAL)

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. EVANS, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

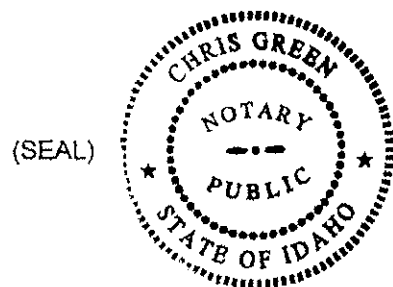


Chris Green
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/20/06

STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. EVANS, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of CAROLINE F. EVANS, and acknowledged to me that he subscribed the name of Caroline F. Evans thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Chris Green
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/20/06

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/03/03 09:58 AM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Transaction Title
AMOUNT 18.00

6



**SUPPLEMENTAL DECLARATION
TO
SHARE COSTS OF DOMESTIC WATER**

THIS SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made as of the 2 day of JUNE, 2003, by WILLIAM D. EVANS and CAROLINE F. EVANS, husband and wife (hereafter "Declarants");

W I T N E S S E T H:

WHEREAS, the above-named parties designated as the Declarants are the owners of the following described real property located in Ada County, Idaho (hereafter "Subject Property"):

Lots 1 through and including 16, Block 1, ASHLAND PLAZA SUBDIVISION, according to the official plat thereof filed in Book 84 of Plats at Pages 9383 through and including 9385, records of Ada County, Idaho.

WHEREAS, the Declarants have recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Ashland Plaza Subdivision dated Oct 12, 2002, recorded Oct 16, 2002, as Instrument No. 101107303, records of Ada County, Idaho (hereafter "Declaration"), which Declaration is, by this reference, incorporated herein as if set out in full;

WHEREAS, in the course of the development of the Subject Property and, in particular, the extension of the facilities for to provide domestic water to each of the Building Lots comprising the Subject Property, as the same are defined in the Declaration (hereafter "Building Lots"), the Declarants have determined that it would be cost effective to limit the total number of domestic water meters (hereafter "Domestic Water Meters") installed to serve the Building Lots comprising the Subject Property;

WHEREAS, the Domestic Water Meters installed to serve a majority of the Building Lots within the Subject Property will be installed on Lot 4 of Block 1 of the Subject Property, which Lot 4 is the "Common Area Lot," as the same is defined in the Declaration;

WHEREAS, the costs charged by the governmental entity or private utility company providing domestic water to the Building Lots (hereafter "Domestic Water Supplier") which are served by a Domestic Water Meter located on the Common Area Lot shall be billed to the Maintenance Director, as the same is defined in the Declaration (hereafter "Maintenance Director"), but such costs shall be reimbursed to the Maintenance Director by the Owners of the Building Lots so served by a Domestic Water Meter located on the Common Area Lot, as more particularly provided in this Supplemental Declaration;

WHEREAS, Building Lots 8, 9 and 10 of Block 1 within the Subject Property will be under common ownership and improved with a single building and the Domestic Water Meter installed to serve said Building Lots 8, 9 and 10 will be located on said Lots, not on the Common Area Lot, resulting in the costs being billed by the Domestic Water Supplies directly to the Owner of said Building Lots 8, 9 and 10, and, therefore, the provisions of this Supplemental Declaration will not be applicable to Building Lots 8, 9 and 10; and

WHEREAS, it is the purpose and intent of this Supplemental Declaration to provide for the common use of the Domestic Water Meters installed by the Declarants on the Common Area Lot within the Subject Property, or the replacement thereof, each of which Domestic Water Meters shall serve three (3) of the Building Lots comprising the Subject Property, and the sharing of the costs between the Owners of the Building Lots so served for the domestic water used or consumed and for the maintenance, repair and replacement of the Domestic Water Meters.

NOW, THEREFORE, the Declarants hereby declare that each of the Building Lots within the Subject Property which is served by a Domestic Water Meter located on the Common Area Lot within the Subject Property, as said Building Lots are hereafter identified, shall be held, sold and conveyed subject to the covenants and conditions set forth in this Supplemental Declaration which shall run with, the Subject Property, and each such Building Lot served by a Domestic Water Meter located on the Common Area Lot, and be binding on and shall inure to the benefit of all parties who, from time-to-time, have any right, title or interest in any Building Lot which is subject to the provisions of this Supplemental Declaration, or any portion thereof, and their heirs, personal representatives, successors and assigns.

1. **Recitals.** The foregoing recitals are part of this Supplemental Declaration, not mere recitals.

2. **Installation of Meters for Domestic Water Service.** The Declarants shall, at the Declarants' cost and expense, in the process of constructing/installing the on-site improvements on the Subject Property, install the initial Domestic Water Meters required by the governmental entity or public utility company providing the domestic water service (hereafter "Domestic Water Supplier") to the Building Lots comprising the Subject Property. Certain of the Domestic Water Meters so installed shall be located on the Common Area Lot within the Subject Property, each of which shall serve three (3) of the Building Lots, identified as follows:

<u>Lots Served</u>	<u>Where Domestic Water Meter Located</u>
1, 2 and 3	Lot 4, Block 1
5, 6 and 7	Lot 4, Block 1
11, 12 and 13	Lot 4, Block 1
14, 15 and 16	Lot 4, Block 1

3. **Right of Access to Domestic Water Meters.** The Owners, tenants and occupants of each of the Building Lots served by a Domestic Water Meter which is located on the Common Area Lot, and the Maintenance Director, and their employees, agents and contractors, shall at all times have access to the Domestic Water Meter and related facilities for all purposes related to the delivery and measurement of domestic water to such Lot, provided that such access shall be limited to such time(s) as shall minimize the interruption or inconvenience which may result to the Owners, tenants and occupants of the other Lots served by such Domestic Water Meter.

4. **Reimbursement of Maintenance Director for Costs of Domestic Water Service.** Each Owner of a Building Lot which is served by a Domestic Water Meter located on the Common Area Lot, shall, from and after the date of the substantial completion of a building on such Owner's Building Lot, be obligated to pay one-third (1/3rd) of the costs of the domestic water service which are billed to and paid by the Maintenance Director with respect to the Domestic Water Meter which serves such Owner's Building Lot.

Notwithstanding the foregoing, the Maintenance Director shall equitably allocate the costs billed for domestic water service to only those Building Lots which are served by a Domestic Water Meter located on the Common Area Lot on which a building is substantially completed, it being understood that the Owner of a Building Lot which is not improved with a substantially completed building shall not be liable for such costs or the costs for the maintenance and repairs described in Section 5, below.

The Maintenance Director shall be paid an administrative fee equal to fifteen percent (15%) of the billings paid by the Maintenance Director to the Domestic Water Supplier to cover management and administration costs. Such reimbursement of the Maintenance Director by the Owners of the Building Lots which are obligated therefor shall be on a monthly, quarterly, semi-annual or annual basis, with payment(s) thereof to be made in advance or in-arrears, as determined from time-to-time by the Maintenance Director.

The Maintenance Director shall have the right, if elected by the Maintenance Director, but not the obligation, to incorporate the costs of the domestic water service in the Common Area Lot costs, as the same are defined in the Declaration, which are payable by the Owners of the Building Lots which are served by a Domestic Water Meter located on the Common Area Lot, for all purposes, including, but not limited to, budgeting, billing and collection. All provisions of the Declaration relating to the payment of the Common Area Lot costs, including, but not limited to, the continuing lien against each of the Building Lots as provided in Section 6.08 of the Declaration, for the payment by each Owner of a Building Lot served by a Domestic Water Meter located on the Common Area Lot of such Owner's share of the costs of the domestic water service, shall be applicable to the payment thereof and any costs relating to the maintenance or repair as provided in Section 5, below.

5. **Maintenance and Repair of Domestic Water Meters.** The Maintenance Director shall be responsible for all maintenance and repair of the Domestic Water Meters which are located on the Common Area Lot, the costs and expenses of which shall be paid in equal shares by the Owners of the Building Lots which are served

by the Domestic Water Meter which is maintained, repaired or replaced, provided that if the need for such maintenance, repair or replacement of the Domestic Water Meter is the result of the negligence or wilful act of an Owner, tenant or occupant of a Building Lot served by such Domestic Water Meter, or an employee, agent or contractor of such party, all such costs and expenses shall be the responsibility of and paid by the Owner of such Building Lot.

6. **Enforcement.** Any Owner, including the Declarants or the Maintenance Director, shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions and restrictions contained in this Supplemental Declaration or hereafter imposed by amendment hereto. If suit is filed to enforce any of the covenants, conditions and restrictions contained in this Supplemental Declaration, including any amendments hereafter adopted, the parties prevailing in such suit shall be entitled to awarded reasonable attorneys' fees in addition to other costs and disbursements allowed by law.

7. **Severability.** Invalidation of any one of the covenants, conditions, restrictions or easements contained in this Supplemental Declaration by a Judgment or a Court Order shall not affect any other provisions contained herein, all of which shall remain in full force and effect.

8. **Term - Amendments.** The covenants, conditions, restrictions and easements contained in this Supplemental Declaration shall run with and shall bind the Subject Property for a term of twenty-five (25) years from the date this Supplemental Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless prior to the date of the expiration of the term of this Supplemental Declaration a writing terminating this Supplemental Declaration is signed by the Owners of a minimum of seventy-five percent (75%) of the total of all Building Lots which are served by a Domestic Water Meter located on the Common Area Lot, which writing shall be recorded in the official records of Ada County, Idaho. This Supplemental Declaration may be amended by an instrument signed by the Owners who own a majority of the Building Lots which are served by a Domestic Water Meter located on the Common Area Lot, provided, that so long as the Declarants are the Owner of a Building Lot which is served by a Domestic Water Meter located on the Common Area Lot, any amendment to this Declaration must be approved in writing by the Declarants. Any amendment to this Declaration shall be recorded in the office of the Ada County Recorder.

9. **Non-Waiver.** The failure of the Declarants, the Maintenance Director or an Owner of a Building Lot in any one or more instances to insist upon the strict performance of any of the covenants, conditions or restrictions of this Supplemental Declaration, or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition or restriction, but such covenant, condition or restriction shall remain in full force and effect.

10. **Acceptance.** Each grantee of a conveyance or purchaser under contract or agreement of sale, by accepting a deed or a contract of sale or agreement to purchase a Building Lot which is served by a Domestic Water Meter located on the Common Area Lot, accepts the same subject to all of the covenants, conditions and

restrictions set forth in this Supplemental Declaration and agrees to be bound by the same.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF the undersigned Declarants have caused this Supplemental Declaration to be executed as of the date year first above written.

William D. Evans
WILLIAM D. EVANS

Caroline F Evans
CAROLINE F. EVANS
by her attorney in fact
Wm David Evans

STATE OF IDAHO)
) ss:
County of Ada)

On this 2nd day of JUNE, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM D. EVANS** ~~and~~ ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

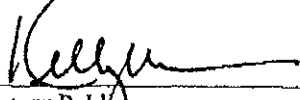
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at GARDEN CITY, Idaho
My Commission Expires: 10/29/05



State of Idaho, County of Ada, ss.

On this 2ND day of JUNE in the year of 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **William D. Evans** known or identified to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of **Caroline F. Evans** thereto as principal, and his own name as attorney in fact.



Notary Public
Residing at: Garden City, ID
My Commission Expires: 10/29/05

